



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DONALD L. WOLFE, Director

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January 30, 2007

IN REPLY PLEASE

REFER TO FILE: PD-5
75502
Amendment 1

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AVOCADO HEIGHTS, BASSETT, AND WEST VALINDA FLEX-ROUTE SHUTTLE
AMENDMENT TO THE SOUTH WHITTIER SHUTTLE SERVICE
CONTRACT NO. 75502
PROPOSITION A LOCAL RETURN TRANSIT PROGRAM
SUPERVISORIAL DISTRICT 1
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the Avocado Heights, Bassett, and West Valinda Flex-Route Shuttle Service is exempt from the California Environmental Quality Act (CEQA).
2. Find that the Avocado Heights, Bassett, and West Valinda Flex-Route Shuttle Service can be more economically performed by an independent contractor than by County employees.
3. Approve and instruct the Chairman to execute the enclosed Amendment to Contract No. 75502 for the South Whittier Shuttle Service, with Southland Transit, Inc., to add operation and management of transit services for the Avocado Heights, Bassett, and West Valinda Flex-Route Shuttle Service from January 31, 2007 through January 20, 2008, at an estimated cost of \$195,000, with an additional one-year renewal option at the same cost.

4. Authorize the Director, or authorized representative, to exercise the one-year renewal option for the Amendment if, in the opinion of the Director, renewal is warranted; and to terminate the Amendment in accordance with the terms of the contract if, in the opinion of the Director, such termination is in the best interest of the County.
5. Delegate authority to the Director of Public Works, or his designee, to expend up to an additional \$49,000 for unforeseen additional work within the scope of the amended Contract, if required, for the first contract period expiring on January 20, 2008, and an additional \$49,000 during the one-year renewal option.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to approve an Amendment to Contract No. 75502 with Southland Transit, Inc., to add the Avocado Heights, Bassett, and West Valinda Flex-Route Shuttle Service to the current contract.

On December 20, 2005, your Board approved Contract No. 75502 with Southland Transit, Inc., for the operation and management of the South Whittier Shuttle Service to provide shuttle transportation services to various points of interest, such as major area shopping centers and malls; senior, youth, and community centers; educational destinations; medical providers; public parks and recreational areas; public libraries; and civic centers. The Contract was for an initial three-year period beginning on January 21, 2006, with two 1-year renewal options.

Avocado Heights, Bassett, and West Valinda area residents need access to public transit services. This Amendment will provide additional transit services designed to serve County residents living in the unincorporated Avocado Heights, Bassett, and West Valinda areas. The Avocado Heights, Bassett, and West Valinda Flex-Route Shuttle Service is scheduled to operate Monday through Saturday between 7 a.m. and 7 p.m. Public Works will utilize this operating period to seek public feedback and prepare a Scope of Work for a permanent shuttle service for this area.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goals of Organizational Effectiveness and Service Excellence. This Amendment will utilize this contractor's expertise to effectively provide this transit service in a timely and responsive manner.

FISCAL IMPACT/FINANCING

The annual cost for the Avocado Heights, Bassett, and West Valinda Flex-Route Shuttle Service is not to exceed \$195,000, plus an additional \$49,000 for unforeseen additional work within the scope of the amended Contract. The necessary funds are available in the First Supervisorial District's Proposition A Local Return Transit Program, included in the Fiscal Year 2006-07 and proposed Fiscal Year 2007-08 Transit Enterprise Fund Budgets. There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Utilizing a methodology approved by the Auditor-Controller's guidelines for determining the cost-effectiveness of Proposition A contracts, Public Works has determined that the additional service can be more economically performed by independent contractors than by County employees.

The enclosed Amendment has been executed by the contractor and approved as to form by County Counsel. The COLA Amendment adopted by your Board on October 17, 2006, Agenda Item 31, was incorporated into this Amendment. Except as modified in this Amendment, all remaining terms, conditions, requirements, prices, and specifications of the contract will remain unchanged.

This contract will be amended to comply with the increased living wage rates once the proposed Living Wage Ordinance (Los Angeles County Code Chapter 2.201) is adopted by the Board/County before the next contract renewal period.

ENVIRONMENTAL DOCUMENTATION

The Avocado Heights, Bassett, and West Valinda Flex-Route Shuttle Service is statutorily exempt from the CEQA pursuant to Public Resources Code Section 21080 (b) (10).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

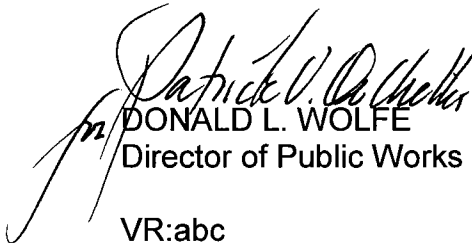
Amending this Contract to add the Avocado Heights, Bassett, and West Valinda Flex-Route Shuttle Service will not affect County personnel.

The Honorable Board of Supervisors
January 30, 2007
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CONCLUSION

Enclosed are three copies of the Amendment. Upon approval, please return the CONTRACTOR EXECUTE and DEPARTMENT CONFORM copies to this office. The original BOARD EXECUTE copy should be retained for your files. Please return one adopted copy of this letter to Public Works.

Respectfully submitted,



DONALD L. WOLFE
Director of Public Works

VR:abc

C070583

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Enc.

cc: Chief Administrative Office
County Counsel

AMENDMENT NO. 1 TO CONTRACT NO. 75502

SOUTH WHITTIER SHUTTLE SERVICE

AVOCADO HEIGHTS, BASSETT, AND WEST VALINDA
FLEX-ROUTE SHUTTLE SERVICE

THIS AMENDMENT, made and entered into as of this ____ day of _____, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and SOUTHLAND TRANSIT, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 75502 was entered into between the COUNTY and the CONTRACTOR on December 20, 2005, for the South Whittier Shuttle Service; and

WHEREAS, in accordance with the Contract's Exhibit B, Service Contract General Requirements, Section 3.V, Changes and Amendments of Terms, the COUNTY desires to add additional service in the unincorporated Avocado Heights, Bassett, and West Valinda area to Contract No. 75502; and

WHEREAS, CONTRACTOR is willing to provide the additional transit service.

NOW, THEREFORE, in consideration of these facts and payment to be made by COUNTY, COUNTY and the CONTRACTOR agree that Contract No. 75502 between them shall be amended as follows:

FIRST: That Contract No. 75502 is hereby amended and modified to include shuttle service in the Avocado Heights, Bassett, and West Valinda areas for the current contract period expiring on January 20, 2008, at such times and places specified along the established operating route as shown in Exhibit M. At the discretion of COUNTY or its authorized representative, this Amendment may be extended for a one-year period through January 20, 2009, which is the end of the last contract period. COUNTY, acting through the Director of Public Works, may give a written notice of intent to extend the Amendment at least 30 days prior to the end of the Amendment's term.

SECOND: That CONTRACTOR shall be compensated at the rates previously approved under Contract No. 75502. The cost for these additional services will be approximately \$195,000 per year, increasing this Contract's not-to-exceed amount to \$449,857 for each contract year of operation, or such greater amounts that the Board may approve.

THIRD: Contract No. 75502 is amended to include the attached Exhibit M, Avocado Heights, Bassett, and West Valinda Flex-Route Shuttle Service—Route Descriptions, Schedules, and Route Map.

FOURTH: The TENTH paragraph of Contract No. 75502 of the South Whittier Shuttle Service is hereby amended and modified to exclude the cost of labor from the base upon which the COLA is calculated, unless the CONTRACTOR can show that his/her labor costs will actually increase, commencing upon Board approval, as follows:

The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI). The contract anniversary date shall be the effective date for any such COLA. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Administrative Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for contract option years, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the contractor can show that his/her labor cost will actually increase.

FIFTH: All other terms, requirements, specifications, conditions, and prices of the original Contract shall remain in full force and effect.

[illegible]

IN WITNESS WHEREOF, COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

SOUTHLAND TRANSIT, INC.

By _____
President

Type or Print Name

By _____
Secretary

Type or Print Name

**AVOCADO HEIGHTS, BASSETT, AND WEST VALINDA
FLEX-ROUTE SHUTTLE SERVICE**

-
- **Route Description**
 - **Schedules**
 - **Route Map**

Route Description

Operating hours of Service shall be from 7 a.m. to 7 p.m., Monday through Saturday. At the discretion of Director, operating hours of Service may be revised to improve service. Service will not operate on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Should one of these holidays fall on a Sunday, Service shall operate on a normal schedule on the following Monday even though the holiday may be celebrated on the Monday. Patrons wishing to be picked up along either Flex-Route A or Flex-Route B shall normally be required to schedule a pickup a minimum of twenty-four (24)-hours in advance; however, same-day service will be provided subject to availability. Every effort will be made to pickup patrons along Flex-Route A and Flex-Route B not more than five (5) minutes before nor more than fifteen (15) minutes after the scheduled pickup time.

Eastbound:

The shuttle travels on: Don Julian Road
4th Avenue
Proctor Avenue
3rd Avenue
San Angelo Avenue
Valley Boulevard
Vineland Avenue
Amar Road

Westbound:

The shuttle travels on: Sunkist Avenue
Fairgrove Avenue
Willow Avenue
Amar Road
Vineland Avenue
Valley Boulevard
San Angelo Avenue
Don Julian Road
3rd Avenue
Proctor Avenue
5th Avenue

EXHIBIT M

Flex-Route A:

The shuttle travels on:

- Workman Mill Road
- Fontenoy Avenue
- Loumont Street
- Redlen Avenue
- Guinea Drive
- Oakman Drive

Flex-Route B:

The shuttle travels on:

- Oakman Drive
- Caraway Drive
- Eaglemont Drive
- Cunningham Drive
- Basetdale Avenue
- Fairplain Avenue
- Grossmont Drive
- Arciero Drive